

Appl. No. 10/673,659
Atty. Docket No. 9372
Amdt. dated August 11, 2005
Reply to Office Action of May 18, 2005
Customer No. 27752

REMARKS

Claims 1-25 are pending in the present application. Claims 10-23 and 25 have been withdrawn from consideration. No additional claims fee is believed to be due.

Claims 1 and 24 have been amended to more clearly represent the embossed multi-ply fibrous structure product of the present invention. These claims have been clarified to show that all of the plies of fibrous structure of the paper at the embossed sites are embossed and that all of the plies of the fibrous structure of the paper at the unembossed sites are unembossed. Support for these amendments is found at page 9, lines 19-34 and Figure 3 of the specification.

Claims 10-23 and 25 have been withdrawn as a result of an earlier restriction requirement.

It is believed these changes do not involve any introduction of new matter. Consequently, entry of these changes is believed to be in order and is respectfully requested.

Rejection Under 35 USC §102(b) Over Donnelly

Claim 24

Claim 24 has been rejected by the examiner as being anticipated under 35 U.S.C. §102(b) over U.S. Patent No. 3,708,366 issued to H. F. Donnelly on January 2, 1973. ("Donnelly" hereinafter.) Applicants respectfully traverse this rejection.

In order to be held to be invalid as being anticipated, all of the elements and limitations of the claim must be described in a single reference. Merck & Co., Inc. v. Teva Pharmaceuticals USA, Inc., 347 F.3d 1367 (Fed. Cir. 2003). Applicants submit that because Donnelly does not disclose all of the limitations of Claim 24 Donnelly does not anticipate Claim 24.

Claim 24 of the present invention claims an embossed multi-ply fibrous structure product comprising a first face and a second face. The first face comprises non-adhesively bonded embossed sites where all of the multi-ply fibrous structure at the embossed sites is embossed, and the second face comprises adhesively bonded non-

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embossed sites where all of the multi-ply fibrous structure at the non-embossed sites is unembossed.

Donnelly relates to methods of producing embossed absorbent paper towels which teaches a process where (1) a first ply of creped drawn paper is embossed between a hard male embossing roll and a soft rubber roll, (2) adhesive is applied to the tops of the embossed regions while the ply is still in contact with the embossing roll, and (3) a second ply of creped drawn paper is joined with the first and both plies are embossed between the hard emboss roll and a second soft rubber roll. Clearly, as can be seen by Donnelly Fig. 1, the glue is applied to the embossed area and as a result, the Donnelly paper towels comprise adhesively bonded embossed sites and non-adhesively bonded non-embossed sites. This is in direct contrast to the adhesively bonded non-embossed site and non-adhesively bonded embossed sites of Claim 24 of the present invention.

Since Donnelly does not teach embossed multi-ply fibrous structure product comprising non-adhesively bonded embossed sites and adhesively bonded non-embossed sites, it does not teach all of the limitations of Claim 24 and therefore does not anticipate Claim 24. Therefore, Applicants submit that the rejection of Claim 24 under 35 U.S.C. §102(b) over Donnelly is improper and should be withdrawn.

Rejections Under 35 U.S.C. 102(b) Over Ruppel

Claim 24

Claim 24 has also been rejected under 35 U.S.C. §102(b) as being anticipated by U.S. Patent No. 5,846,636 issued to Ruppel et al. on December 8, 1998. ("Ruppel" hereinafter.) Applicants respectfully traverse this rejection.

Ruppel relates to embossed multi-layer sheet of absorbent paper made by an embossing process where the different plies are respectively embossed through separate steel emboss roll-elastic coated roll combinations where one of the steel emboss rolls have emboss knobs of different heights. Emboss adhesive is only applied to the taller of the these knobs, in the resulting embossed areas, so the amount of adhesive is reduced from processes with single height emboss knobs. After application of the adhesive to the taller embossments the first web is jointed with a separately embossed web such that the embossments of the first nest with the non-embossed areas of the second web. As can be

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seen in Fig. 1 of Ruppel, the resulting paper structure comprises both adhesively bonded areas and non-adhesively bonded areas having embossed and unembossed tissue at the respective sites.

Again, since Ruppel does not teach the embossed multi-ply fibrous structure product comprising non-adhesively bonded embossed sites and adhesively bonded non-embossed sites, it does not teach all of the limitations of Claim 24 and therefore does not anticipate Claim 24. Therefore, Applicants submit that the rejection of Claim 24 under 35 U.S.C. §102(b) over Ruppel is improper and should be withdrawn.

Claims 1, 4, 5 and 7-9

The examiner has also rejected Claims 1, 4, 5, 7, 8 and 9 as being anticipated by Ruppel. Applicants again respectfully traverse these rejections.

Claim 1 of the present invention claims an embossed multi-ply fibrous structure product comprising two or more plies of fibrous structure bonded together along adjacent surfaces of the two or more plies by an adhesive to form a bond area, wherein the bond area is less than about 30% of the bonded adjacent surfaces. The product comprises two faces, wherein one face comprises non-adhesively bonded embossed sites where all of the two or more plies at the embossed site are embossed and the other face comprises adhesively bonded non-embossed sites where all of the two or more plies at the unembossed site are unembossed. The fibrous structure product further exhibits an embossment height of at least about 1000 μm .

Claims 4 and 5 claim the products of claim 1 that have a sheet caliper of at least about 40 mils and have a sheet caliper to effective caliper ratio of greater than 1.1 respectfully. Claim 7 claims the products of Claim 1 that are in roll form. Claim 8 and Claim 9 claim the products of Claim 1 that have the adhesive present in specific patterns and have at least one of the plies has one of a groups of specific paper-making structures respectfully.

As discussed above, Ruppel teaches only paper structures comprising both adhesively bonded areas and non-adhesively bonded areas having embossed and unembossed tissue at the respective sites. Since Ruppel does not teach the embossed multi-ply fibrous structure product comprising non-adhesively bonded embossed sites and

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adhesively bonded non-embossed sites, it does not teach all of the limitations of Claim 1 and Claims 4, 5, 7, 8 and 9 which are dependent on Claim 1 and therefore does not anticipate these claims. Therefore, Applicants submit that the rejections of Claims 1, 4, 5, 7, 8, and 9 under 35 U.S.C. §102(b) over Ruppel are improper and should be withdrawn.

Rejection Under 35 USC §103(a) Over Ruppel

Claims 2, 3 and 6

Claims 2, 3 and 6 have been rejected under 35 USC §103(a) as being unpatentable over Ruppel et al. (5846636). Applicants respectfully traverse these rejections as well.

To establish a *prima facie* case of obviousness under 35 U.S.C. §103(a), the prior art reference or combination of references must teach or suggest all the claim limitations. In re Vaeck, 947 F.2d 488, 20 U.S.P.Q.2d 1438 (Fed Cir. 1991).

Claims 2, 3 and 6 are also dependent on Claim 1 and relate, respectfully, to the products of Claim 1 having a plybond strength of at least about 4 g/in, product of Claim 1 having a wet burst of at least about 40 mils, and the products of Claim 1 having a machine direction stretch at peak load of greater than 8%. Again, all of these claims relate to structured products that have two faces, where one face comprises non-adhesively bonded embossed sites and the other face comprises adhesively bonded non-embossed sites.

As discussed above Ruppel does not teach the embossed multi-ply fibrous structure product comprising non-adhesively bonded embossed sites and adhesively bonded non-embossed sites required by Claims 2, 3 and 6. Since Ruppel does not teach or suggest all of the claim limitations of Claims 2, 3 and 6 of the present application a *prima facie* case of obviousness cannot be established by the teachings of Ruppel. Therefore, Claims 2, 3 and 6 are not obvious over Ruppel and, as such, the rejection of Claims 2, 3 and 6 under 35 U.S.C. §103(a) should be withdrawn.

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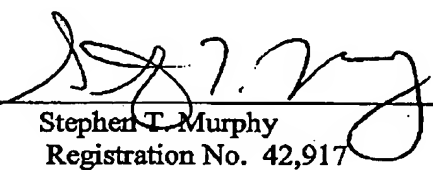
Conclusion

In light of the above remarks, it is requested that the Examiner enter the amendments presented and reconsider and withdraw the rejection under 35 U.S.C. 102(b) and 35 U.S.C. 103(a). Early and favorable action in the case is respectfully requested.

Respectfully submitted,

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